

**Employment Agreement
Between the City of Belmont and
Jack Crist (City Manager)**

THIS AGREEMENT, made and entered into this 8th day of January 2007, by and between the City of Belmont, CA, a municipal corporation, hereinafter called "Employer," as party of the first part, and Jack Crist, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Jack Crist as City Manager of the City of Belmont, as provided by Section 2-19 of the Belmont Municipal Code; and

WHEREAS, it is the desire of the governing board, hereinafter called "Council" to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Manager of said City of Belmont; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ Employee as City Manager of said Employer to perform the functions and duties specified in the Municipal Code of the City of Belmont and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2: Term

- A. Employment pursuant to the terms of this agreement is "at will". The term of this agreement shall commence on January 8, 2007 and shall continue until January 8, 2011, or until terminated by either party as provided for in Sections 4 and 5.
- B. Employee agrees to remain in the exclusive employ of Employer throughout the life of this agreement and to neither accept other employment nor to become employed by any other employer.

- C. During the period of his employment hereunder Employee shall devote his best efforts, attention, and skills to the business and affairs of the Employer as such business and affairs now exist and as they may be hereunder changed or added to, under and pursuant to the general direction of the Employer.
- D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of employee at any time, subject only to the provisions set forth in Section 4 of this agreement.
- E. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 5 of this agreement.

Section 3: Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement.

Section 4: Termination and Severance Pay

- A. Termination for Cause — In the event Employee is terminated by Council for cause, the Employee shall be given written notice setting forth the reasons for such termination and shall be afforded a hearing, if requested by the Employee, within ten days of receipt of the notice. At the sole discretion of the Employee said hearing may be held in public. Following the hearing the Council shall determine by majority vote whether or not Employee shall be terminated. No severance or termination pay shall be awarded to the Employee if Employer determines to terminate Employee for cause. The following are examples of “for cause,” but the term is not limited in meaning by this list:
 - 1. Malfeasance, dishonesty for personal gain, moral turpitude, willful or corrupt misconduct or conviction of any felony;
 - 2. Willfully causing damage to public property or willfully wasting public supplies;
 - 3. Specific acts or conduct which bring scandal or disrepute to the City;
 - 4. Insubordination, which shall mean the willful refusal to obey lawful directions of the City Council; or
 - 5. Absence without leave.
- B. Termination Without Cause — Employer and Employee agree that circumstances may arise under which Employer wishes to terminate this agreement without reference to specific issues or failure to perform on the part of Employee. In the event Employer wishes to terminate Employee without reference to cause, then Employee shall be entitled to severance pay. Severance pay shall consist of a lump sum cash payment equal to one month’s pay, plus one month for each full year of service under this agreement, up to six (6) months maximum.

- C. In the event Employee is terminated by Council pursuant to either paragraph A or B above, then in that event Employee shall also be compensated for all earned sick leave, vacation, holidays, and other accrued benefits to date.
- D. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across the board reduction for all Management & Confidential employees, or in the event Employer refuses, following written notice by Employee, to comply with any other provision benefiting Employee herein, or the Employee resigns at the request of the Council then, in that event Employee may at his option, be deemed to be “terminated” at the date of such reduction, such refusal to comply with the contract terms, or resignation. In this event the Employee should be entitled to severance as enumerated in Section 4B.
- E. The decision to terminate Employee per 4A or 4B shall be made in closed session and reported out of closed session as required by the California Government Code.

Section 5: Resignation

In the event Employee voluntarily resigns his position with Employer, the Employee shall give Employer 60 days written notice in advance, unless the parties agree otherwise. Employee shall announce his intent to resign in closed session. At the Employer’s option, the Employee may be requested to work or requested not to report to work during the notice period. In either instance, the Employee shall be compensated during the 60 day notice period. If the Employer and Employee mutually agree to a shorter notice period, the Employee shall be entitled to compensation only during the mutually agreed upon amended notice period.

Section 6: Disability

If Employee is permanently disabled, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4B above.

Section 7: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an initial annual base salary of \$197,500, payable in installments at the same time as other management employees of the Employer are paid. Subject to a satisfactory performance review by December 31, 2007, the salary shall be increased effective January 1, 2008 by 11.3% for the remainder of the term of this agreement.

Section 8: Performance Evaluation

- A. After December 31, 2007, the Council shall review and evaluate the performance of the Employee annually. The Employer will endeavor to complete the evaluation no later than September 30 each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or

deleted from as the Council may from time to time determine, in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss his evaluation with the Council in closed session.

- B. Annually, the Council and Employee shall define such goals and performance objectives as they determine necessary for the proper operation of the City of Belmont and in the attainment of the Council's policy objectives. The Employer shall further establish a relative priority among those various goals and objectives, and said goals and objectives will be reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. The Employer and Employee are committed to developing a productive working relationship. Therefore, Employer or Employee may periodically request review sessions to address issues affecting said working relationship in addition to the annual evaluation process.
- D. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provision of applicable law.

Section 9: Moving and Relocation Expenses

Employer agrees to reimburse Employee the actual documented costs of relocation and moving up to 10,000 pounds of household goods if requested within the first six (6) months of employment. The payment(s) shall be made upon written demand of Employee.

Section 10: Housing Assistance

In recognition of the high cost of housing in the Belmont area, the Employer agrees to the following:

- A. Employer will compensate Employee up to \$2,750 monthly for housing rental or mortgage payments. Employee must provide evidence to the Director of Finance of rental or mortgage cost in order to justify said payments.

Section 11: Automobile

Employer agrees to pay Employee a monthly automobile allowance in the amount of \$500.

Section 12: Management Benefits

Except as specified below, Employee shall receive all executive management benefits (including life insurance, holidays and PERS contribution) afforded other executive management employees of Employer including any changes to benefits that may, from time to time, be awarded to such employees.

- A. Employer will provide no medical, dental or vision coverage.

- B. Employer will provide five (5) weeks of vacation per year.
- C. Employer will provide eight (8) hours per month of sick time accrual.
- D. Deferred compensation per ICMA 401a plan.

Section 13: Dues and Subscriptions

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

Section 14: Professional Development

- A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee, and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, League of California Cities Conference, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.
- B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 15: Indemnification

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, and regardless of whether such action is timely filed, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer retains the option to proceed to trial, or compromise and settle any such claim or suit at its sole discretion, and to pay the amount of any settlement or judgement rendered thereon.

Section 16: Notices

Notices to Employee pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Jack Crist, One Twin Pines Lane, Suite 340, Belmont, CA 94002. Alternatively, notices to Employee required pursuant to this agreement may be personally served. Notice shall be deemed given, as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Notices to Employer shall be personally delivered to each member of the City Council at his or her home address and to the City Clerk at City Hall, One Twin Pines Lane, Suite 375, Belmont, CA 94002. Alternatively, notices shall be hand delivered to each member of the City Council in closed session with a copy hand delivered to the City Clerk.

Section 17: Non-Disclosure of Confidential Information

Employee shall not, during the term of this Agreement, or any time thereafter, impart to anyone any confidential information which he may acquire in the performance of his duties as City Manager under this Agreement, except as permitted by Employer or under compulsion of law.

Section 18: General Provisions

- A. Construction. “herein” and other similar compounds of the word “here” shall mean and refer to this entire instrument and not to any particular provision. Section headings and numbers have been inserted for convenience of reference only and shall be given no legal effect. If there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
- B. Counterparts. This Agreement maybe executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- C. Waiver. Waiver by either party of any term or condition of this Agreement or any breach shall not constitute a waiver of any other term or condition or breach of the Agreement.
- D. Execution and Applicable Law. This Agreement has been executed in California, and shall be governed in accordance with the laws of the State of California in every respect.
- E. Amendment. This Agreement may not be amended or modified except by a written instrument executed by Employer and Employee.
- F. Entire Agreement. This Agreement contains all of the terms agreed upon by Employer and Employee with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.
- G. Mediation. Neither Employer or Employee shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
- H. In the event of litigation reasonable attorney’s fees shall be awarded to the prevailing party.
- I. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

- J. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Belmont, CA, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

Mayor of the City of Belmont
State of California

ATTEST:

Terri Cook, City Clerk
City of Belmont
(Seal)

APPROVED AS TO FORM:

Marc L. Zafferano, City Attorney
City of Belmont

Jack Crist

Resolution No. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT
APPROVING AND AUTHORIZING EXECUTION OF EMPLOYMENT
AGREEMENT AND APPOINTING JACK CRIST AS CITY MANAGER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELMONT that the Agreement, attached hereto and by this reference made a part hereof, employing Jack Crist as City Manager and setting forth terms and conditions of employment is hereby approved and the Mayor is authorized and directed to execute the same on behalf of the City of Belmont.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Belmont at a regular meeting thereof held on _____, 2007, by the following vote:

AYES, COUNCILMEMBERS: _____

NOES, COUNCILMEMBERS: _____

ABSTAIN, COUNCILMEMBERS: _____

ABSENT, COUNCILMEMBERS: _____

CLERK of the City of Belmont

APPROVED:

MAYOR of the City of Belmont